BANGALORE ELECTRICTY SUPPLY COMPANY LIMITED

(Wholly owned by Government of Karnataka undertaking)

Enquiry No: BESCOM/2023-24/SE0099 dated: 09.01.2024

Bid Document

FOR

Providing manpower (Graduate Engineers and Diploma Engineers) for carrying out DAS operations at both BESCOM Integrated Control Centre's (BICC-1, HSR Layout & BICC-2 Rajajinagar)

Issued By

General Manager (DAS)
Corporate office, BESCOM
BESCOM Integrated Control Center-1,

17th cross, 24th Main,
Sector-2, HSR layout

Bangalore-560102
E-mail ID: gmdas@bescom.co.in
Mobile No.:9448279010
Office No.:080-22586356

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SECTION-I

INSTRUCTIONS TO BIDDERS

1.1 BRIEF DESCRIPTION

Bangalore Electricity Supply Company Limited (BESCOM) invites tender for providing Graduate Engineers and Diploma Engineers for the operations of Distribution Automation System of BESCOM in Bengaluru.

1. Enquiry Number	BESCOM/2023-24/SE0099 dated 09.01.2024
2. Name of Work	Providing manpower (Graduate Engineers and Diploma Engineers) for carrying out DAS operations at both BESCOM Integrated Control Centre's (BICC-1, HSR Layout & BICC-2 Rajajinagar)
3. Approximate Amount put to tender	Rs. 69551189.00 (Rupees Six Crore Ninety Five Lakh Fifty One Thousand One Hundred and Eighty Nine only)
4. Tender processing fee	Refer e-procurement website www.kppp.karnataka.gov.in
5. Earnest Money Deposit	Refer EMD Clause in the tender Documents
6. Validity of tender	180 days
7. Type of Tender	Two Cover Tender Document
Tender Schedule:	
8. Date of availability of the Bid in the e-procurement portal	From 12-01-2024, 16:00 Hours Onwards
9. Date Pre-bid Meeting	16-01-2024 at 11:00 Hours
10. Last date for submission of bids	19-01-2024 at 16:00 Hours
11. Date of opening of Technical bid	20-01-2024, 16:30 Hours Onwards
12. Date of opening of Price Bid	Will be opened in e-procurement portal after completion of Techno Commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.
13. Completion Schedule	As mentioned in the tender documents
14. General Terms and Conditions	Enclosed herewith
15. Scope of the work	Enclosed herewith

1.2 SCOPE OF WORK

The scope of work by the bidder/agency includes providing Engineers whose roles and responsibility include (but not restricted to) the following;

a) DAS Outage Management System/ Crew Management System/ Dispatch Monitoring.
b) Operating the DAS OMS/CMS functions and dispatching field crew to support planned and unplanned field works.
c) Coordinating planned outages and preparing switch orders writing switching sheets for all planned and unplanned outages.
d) Usage of DAS applications as required and operating the automation system.
e) Any other works related to SCADA/DMS/OMS/planning activities in DAS.

1.3 RESPONSIBILITIES/ LIABILITIES OF THE BIDDER/ AGENCY

a) The Agency shall provide 70 no's of engineers to work in shifts across 24X7 as per table No.1 given below in this clause. BESCOM will allocate the work to the manpower based on its operational needs.

Table No.1

Sl No	Position	Manpower Required	Experience
1	**Outage operator-Project Technical Assistant**	42	Minimum 3 year of experience in Electrical Distribution SCADA
	(Diploma in Electrical/ Electrical & Electronics/Computer Science /Information Science/Electronics & Communication/Telecommunication/Cyber security)		
2	**INMS operator –Project Technical Assistant**	6	Minimum 3 year of experience in handling INMS
	(Diploma in Electrical/ Electrical & Electronics/Computer Science /Information Science/Electronics & Communication/Telecommunication/Cyber security)		
3	**Disribution network controller/ Outage operator/ training supervisor–Project Engineer**	22	Minimum 3 year of experience Electric Distribution SCADA
	Graduate Engineers-Graduate in BE/B-Tech in Electrical/ Electrical& Electronics/ Computer Science /Information Science/Electronics & Communication/Telecommunication/Cyber security or AMIE from the institute affiliated by AICTE.		

Note: If there is non-availability of experienced personnel with 3 year experience, then personnel with 2 year/1 year/ fresher shall be provided by firm.

b) The Project Engineers/Project Technical Assistant will be provided specialized training to operate the system. A training cost of Rs 1000/- per candidate will be levied on the firm. The agency shall ensure continuity of the candidates to work for the entire period of the contract. In the event of any candidate discontinuing from the services during the

contract period, the agency shall provide manpower within one week for selection, training and deployment as replacement.

c) The Agency shall ensure that the salary paid to its employees should adhere to the prevailing "Minimum Wages Act 1948" throughout the contract period.

d) The candidates proposed by the agency shall have qualifications as detailed in table given below;

Sl No.	Position	Minimum qualification
1	Project Technical Assistant (Diploma Engineers)	Should have obtained and possess a diploma in–respective streams indicated in table No.1 above from an institution recognised/ affiliated by AICTE or incorporated by an act of the central or state legislature in India or other educational institutions established by an act of Parliament or declared to be deemed as universities under section-3 of the university grants commission act, 1956
2	Project Engineer (Graduate Engineers)	Should have obtained and possess a degree in respective streams indicated in table No. 1 above from a university affiliated to AICTE or incorporated by an act of the central or state legislature in India or other educational institutions established by an act of Parliament or declared to be deemed as universities under section-3 of the university grants commission act, 1956
		OR
		Should have an AMIE certificate issued by Institution of Engineers (India).

1.4 INDEMNITY AND VERIFICATION

Police verification certificate in respect of the candidates proposed shall be submitted by the agency during the selection of the candidate failing which the candidate proposed by the agency will not be considered for selection.

Proofs of identity like Driving License, Aadhar card, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted to the Employer/Owner. The Agency/Bidder shall withdraw such employees who are not found suitable by the Employer/Owner for any reasons immediately on receipt of such a communication from the Employer/Owner. The candidates and agency shall execute non-disclosure agreement (NDA).

1.5 PROCESS OF SELECTION

BESCOM can constitute a selection committee for screening/selection of the Engineers proposed by the agency. Agency shall provide suitable alternate candidates in case of insufficient/ unsuitable candidates within one week of intimation by BESCOM.

The prospective candidates must submit one copy of degree/diploma certificate as the case may be, duly attested by Gazetted officer along with Originals for verification purpose. The college from which the degree is obtained must be affiliated to AICTE during the period when the Prospective Candidate has been graduated.

The candidates applying for the post which requires experience in the particular domain should produce the proof for their experience.

1.6 PERIOD OF CONTRACT

The Contract period is for two years. It can be extendable for one more year on mutual agreement.

1.7 QUALIFYING REQUIREMENTS

The bidder shall upload all the following documents in support of technical and financial capabilities to establish that the bidder meets the Qualifying Requirements as listed under in the e-procurement portal. Not uploading any of these documents shall lead to the disqualification of bidder. The Bidder shall complete the Bid Form in all respects.

TECHNICAL REQUIREMENTS		
Sl No	**Requirement Description**	**Documents to be uploaded.**
1	The bidder should be an individual Proprietorship Firm or Partnership Firm or Company registered under Companies Act, 1956/Partnership Act and should be in business of providing human resource services for a period of minimum 3 years	Valid registration certificate/License issued by the Commerce & Industries Department, Labour department or any other Government statutory Authority
2	The bidder should have Satisfactorily completed, as Prime Contractor, at least one contract providing Diploma/graduate engineers(E&E/ E&C/CS/IS/Telecommunication/Cyber security) to any Central/State Govt. undertaking Electrical utility/ Government bodies/PSU in the last Five Years (i.e., FY 2018-19 to 2022-23) as on the date of Bid Submission. The value of such work not less than 90% of Amount Put to Tender	Work completion certificate shall be obtained from the officer not less than the ranking of Executive Engineer or equivalent of the concerned Authority with related detailed work awards
3	The bidder should have provided minimum of 80% of Diploma/graduate engineers in any two year during the last Five year 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 as on the date of bid submission. to any Central/State Govt. undertaking Electrical utility/ Government bodies /PSU	Purchase order/DWA/completion certificate/performance certificate shall be uploaded

4	The Bidder should have EPF, ESI, Labour, GST and workmen compensation act registration with respective State/Central Government authorities and proof of such registration certificates should be uploaded along with the bid.	Bidder should upload in the e-procurement portal a copy of valid EPF Registration certificate, ESI registration number, PAN card, GSTN registration certificate, Valid labor license.
	a) EPF Registration certificate with Number and date.	
	b) ESI Registration Number with date.	
	c) Bidders PAN Card.	
	d) GSTN registration certificate with Number and date.	
	e) Valid labour license issued by labour department duly indicating the period of validity.	
5	The Bidder must have been ISO 9001:2015 certified for providing Manpower services	The ISO certificate shall be uploaded
6	The bidder must not have been **DEFAULTED** in providing man power services against contract order placed by any Central/State Govt. undertaking Electrical utility/ Government bodies/PSU as on the date of bid submission	Self-declaration by the Bidder shall be uploaded
7	The Bidder should upload a declaration stating that the firm has not been **BLACKLISTED** in providing man power services against contract order placed by any Central/State Govt. undertaking Electrical utility/ Government bodies/PSU as on the date of bid submission	Self-declaration by the Bidder shall be uploaded
FINANCIAL CAPABILITIES		
8	The Annual Turnover should not be less than **the Amount Put To Tender** in any two of the preceding five financial years. i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 should be uploaded.	Audited Annual Account Statement/balance sheet/profit or loss statement for the preceding five years i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 should be uploaded.

9	The Liquid Assets as on 31.12.2023 or at later date before last date of submission of technical bid consisting of cash in bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank should not be less than 25% of amount put to tender. The cash at bank and bank deposits as on 31.12.2023 or at later date before last date of submission of technical bid should be supported by certificate issued by any scheduled/nationalized bank duly indicating the balance on given date. (The bidder is having bank account in multiple banks. The cash at bank, bank deposit and fund based credit facility for the bidder it should be on the same date for all the banks). In case of Fund based credit facility, the certificate issued by the scheduled/nationalized bank duly mentioning the sanctioned limits, funds.	The cash at bank, bank deposits & fund based credit facilities as on 31.12.2023 or at later date before last date of bid submission should be supported by certificate issued by any scheduled/ nationalized bank duly indicating the sanctioned, utilized and balance amount on a given date. (In case the bidder is having multiple bank accounts. The document issued by banks supporting cash at bank, bank deposits and fund based credit facility for the bidder should be on the same date for all banks accounts).
GENERAL REQUIREMENTS		
10	Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.	Registration certificate in the format issued by the competent authority should be uploaded.
11	A certificate for having read the clauses is required to be submitted/uploaded by the bidder separately in the following format; I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority; I hereby certify that this bidder fulfils all requirement in this regard and is eligible to be considered (Where applicable, evidence of valid registration by competent authority should be attached).	Self-declaration certificate in the prescribed format should be uploaded.
12	The bidder should furnish a self-declaration stating that the information/data furnished as part of their bid is true and correct.	Self-declaration should be uploaded.

	Subsequently, if it is found incorrect, such bidder will be black listed and further action will be initiated	

1.8 SUPPORTING DOCUMENTS

The bidder shall upload all the following additional documents in support of technical and financial capabilities. Not uploading any of these documents shall lead to the disqualification of bidder.

a) Submission of Declaration of Acceptance of Terms & Conditions to RFP in the prescribed format shall be uploaded.

b) Declaration for providing all benefits adhering to minimum wages act, payments as per wages act and contract labour act, Employees PF, Employees State Insurance Act and Gratuity etc., to the employees provided by agency.

c) Price sheet shall be filled inclusive of all taxes and duties as prescribed in the clause 1.19 and to be uploaded in financial bid through e-procurement mode only. **Uploading the same in Technical Bid Shall lead to disqualification**

1.9 SELECTION CRITERIAS

a. Even though the bidders meet above qualifying criteria, as per their statements they are subject to be disqualified apart from forfeiting EMD, if they have made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or Record of poor performance such as not properly completing the contract of financial failures etc.

b. The Bidder shall furnish the originals of all the documentary proof uploaded for the above mentioned Qualifying requirements, if required.

c. The Bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the Bidder has accepted terms & conditions of the tender.

d. Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and Services taxes.

e. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

f. In the event of the information furnished by the bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the contract award other than forfeiting the Security Deposits against the contract award and blacklist the firm by recovering the losses and levy liquidated damages.

g. When the minimum wages are increased by the Govt of Karnataka, the amount will be increased in proportion towards wages.

h. Bid documents will be issued to prima facie qualified agencies in good faith. However, such issue of Bid document will not automatically mean that agencies are considered qualified. Such qualification will be reviewed at the time of the evaluation of the Bids.

i. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

j. The name and address along with seal of the authorized representative of the Bidder who will be interacting in future has to be furnished.

k. The tender not submitted through e-procurement portal and also non-submission of EMD is liable to be rejected.

l. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid sheets/documents or while uploading their offers.

m. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

n. The Bidder/ firm having criminal background or insolvent are not eligible to participate in the tender.

o. Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

p. In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

q. If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm

1.10 TYPE OF TENDER

Tender is invited in two part system as below:

1.10.1 PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender.

The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the e-procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid.

1.10.2 PART-II: PRICE BID

The price bid contains the price schedule.

1.11 ISSUE OF TENDER DOCUMENTS

Tender documents can be downloaded from e-procurement portal www.kppp.karnataka.gov.in **12-01-2024 onwards (Free of cost).**

1.12 CONTENTS OF BIDDING DOCUMENT

The bidding documents are as follows:

Section I - Instructions to Bidders (ITB)

Section II - General Terms and Conditions of Contract (GCC)

Section III - Annexures

1.13 UNDERSTANDING OF BID DOCUMENTS

The prospective bidder is expected to read all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

1.14 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.15 CLARIFICATIONS ON BID DOCUMENTS

a) If the prospective bidder finds any discrepancies or omissions in specifications, document or is in doubt as to the true meaning of any part, he shall at once make a request in writing, for an interpretation/ clarification, to the employer.

b) The employer will issue clarifications as fit in writing/ upload in the website/issue corrigendum in the e-procurement portal/ issue instructions in the e-procurement portal for any such requests received from the bidder seeking clarification on or before the date mentioned in the e-procurement portal.

c) All the clarifications will be notified to the bidders in the e-procurement website/Email and all such clarifications shall form part of the Bidding Document and the same shall be incorporated in the bids.

d) Verbal clarification and information given by employer or his employee(s) or his representative(s) shall in no way be binding on the employer.

e) A pre-bid meeting shall be held **on 16-01-2024 at 11:00 Hours** at the O/o The General Manager (DAS), BESCOM Integrated Control Center-1, 17th cross, 24th Main, Sector-2, HSR layout, Bangalore-560102. All the interested bidders who require clarification on any aspect of this bid should send their queries in writing/email on or before the date mentioned in the e-procurement portal.

f) The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial proposals) or extended date, if deemed necessary, BESCOM reserves the right to add/modify/ delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.

g) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform/Email and need to mention their firm credentials along with online queries.

1.16 AMENDMENT TO BIDDING DOCUMENT

a) The employer at his discretion may alter, amend or modify the bidding conditions at any time prior to the last date fixed for submission of bids. All such amendments or modifications will be notified in e-Procurement portal and the Employer will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

b) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids employer may at his discretion extend the last date for submission of bids as deemed fit.

c) Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

d) The addendum/corrigendum will be uploaded on the http://kppp.karnataka.gov.in website. Bidders are requested to visit the website frequently to check for any amendments.

1.17 LANGUAGE OF BID

The bids shall be prepared in English language. Bids submitted other than English language is liable for rejection. All correspondence including clarifications if any will be communicated in English language only.

1.18 VALIDITY OF BIDS

a) Bids shall remain valid for **180 Days** from the date of opening of the Bids as prescribed by BESCOM.

b) In exceptional circumstances, the employer may seek bidder's consent for an extension of the bid validity period. The request and consent both shall be made in writing.

1.19 PRICES

The quoted prices shall be on FIRM price basis which shall remain valid throughout the contract period. The bidder shall quote in Indian Rupees.

1.19.1 ENTRY LEVEL

a) The bidder shall pay Minimum wages as per prevailing **Minimum wages Act, GOK** for Project Engineer (Highly Skilled-Zone-1) & Project Technical Assistants (Skilled -Zone-1).

b) The bidder shall quote the lump sum price for two years including minimum wages as mentioned in 1.19.1(a) & statutory component such as EPF, ESI, GST & Service/Administrative Charges. Also the minimum wages & statutory component details per person (Item wise) shall be provided or attach the item wise breakup list in the e-procurement portal by selecting the option as **statutory component (available in break up option of taxes)** while quoting the financial bid.

1.19.2 EXPERIENCE-ONE YEAR

a) The bidder shall pay 10% excess over Minimum wages as per prevailing **Minimum wages Act, GOK** for Project Engineer's & Project Technical Assistants.

b) The bidder shall quote the lump sum price for two years including minimum wages as mentioned in 1.19.2(a) & statutory component such as EPF, ESI, GST & Service/Administrative Charges. Also the minimum wages & statutory component details per person (Item wise) shall be provided or attach the item wise breakup list in the e-procurement portal by selecting the option as **statutory component (available in break up option of taxes)** while quoting the financial bid.

1.19.3 EXPERIENCE-TWO YEAR

a) The bidder shall pay 10% excess over Basic of Project Engineer's & Project Technical Assistants with 1 year experience for Project Engineer's & Project Technical Assistants.

b) The bidder shall quote the lump sum price for two years including minimum wages as mentioned in 1.19.3(a) & statutory component such as EPF, ESI, GST & Service/Administrative Charge. Also the minimum wages & statutory component details per person (Item wise) shall be provided or attach the item wise breakup list in the e-procurement portal by selecting the option as **statutory component (available in break up option of taxes)** while quoting the financial bid.

1.19.4 EXPERIENCE-THREE YEAR OR MORE

a) The bidder shall pay 20% excess over Basic of Project Engineer's & Project Technical Assistants with 1 year experience for Project Engineer's & Project Technical Assistants.

b) The bidder shall quote the lump sum price for two years including minimum wages as mentioned in 1.19.4(a) & statutory component such as EPF, ESI, GST & Service/Administrative Charges. Also the minimum wages & statutory component details per person (Item wise) shall be provided or attach the item wise breakup list in the e-procurement portal by selecting the option as **statutory component (available in break up option of taxes)** while quoting the financial bid.

1.19.5 TRANSPORTATION & REFRESHMENT ALLOWANCES

The bidder shall quote the lump sum price for Transportation & Refreshment allowances for two years including GST also provide details per person (Item wise) or attach the item wise breakup list in the e-procurement portal by selecting the option as **statutory component (available in break up option of taxes)** while quoting the financial bid.

1.20 TAXES AND DUTIES

a) Bidder shall quote inclusive of all taxes and duties. If no mention is made then prices quoted will be evaluated as inclusive of all taxes. All other charges such as EPF, ESI, PT and service Tax shall be quoted as per prevailing statutory provision.

b) The service charges have to be mentioned in the form of Rupees (amount) and not in percentage. The bidder should quote the service charges not less than 5% of amount put to tender. If any bidder quotes less than 5% such bids will be deemed for rejection. If no mention is made then prices quoted will be evaluated as of all inclusive.

c) Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the owner. In case of deductions of statutory taxes, prevailing procedure will prevail.

d) As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

e) Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

f) If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

g) If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

1.21 INCIDENTAL COST OF BIDDING

The bidder shall bear all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical & other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.22 METHOD OF SUBMITTING THE BID

a) The bids shall be submitted through e-procurement portal only on or before the last date and time for submission of bids on or before the date and time as mentioned in the e-Procurement platform.

b) Bids without requisite EMD as specified in the bid documents will not be able to access for submission of bids.

c) All the documents in support of qualifying requirements shall be scanned and uploaded in the e-Procurement portal www.kppp.karnataka.gov.in

d) Bids not complying with the documents (to be uploaded in e-procurement portal) and other statutory requirements (Fees/ EMD etc) will not be considered for opening of price bids and award.

1.23 SUBCONTRACTING OR SUBLETTING OF WORK

Any sub-contracting or subletting of work under the contract is not permitted.

1.24 TENDER PROCESSING FEE

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the e-procurement portal www.kppp.karnataka.gov.in.

1.25 EARNEST MONEY DEPOSIT

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee & EMD.

a) Tender processing Fee means the non-refundable fee specified by the competent authority (e-Governance) to be paid by the individual Bidder for participation in tenders floated on the Karnataka Public procurement portal www.kppp.karnataka.gov.in.

b) Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the e-Procurement platform, and EMD for an amount as indicated under shall be submitted through any of the four e-payment modes mentioned in the e-procurement Portal.

The EMD for the tender is **Rs 1043300.00 (Rupees Ten Lakh Forty Three Thousand Three Hundred Only)**

c) Permanent EMD holders (if any) for Turnkey Projects with BESCOM are **Not exempted** from furnishing the EMD. **PEMD HOLDERS SHOULD ALSO FURNISH EMD.**

d) Government/Quasi Government/Public Sector undertakings are not exempted from furnishing the EMD. However, GoI/GoK undertakings like MECON, KAVIKA, MEI etc., are allowed to pay the stipulated EMD against individual tenders in the form of Bank Guarantee.

e) **Up to Rs. 10.00 Lakhs:**

The EMD Payment up to Rs. 10 lakhs same shall be made through any of the following four modes of e-Payment.

- Credit Card
- Direct Debit
- NEFT / RTGS
- Over-the-Counter (OTC)

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

Earnest Money Deposit paid by the unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

Earnest Money Deposit of the successful Bidder will be refunded after fulfilment of the Security Deposit Clause. The deposit towards EMD shall not carry any interest. Permanent EMD will not be considered.

1.26 EMD FORFEITURE

a) If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or In case of successful Bidder, if the agency fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.

c) Fails or refuses to honour his own quoted prices for the services or part thereof.

1.27 LAST DATE FOR SUBMISSION OF BIDS

The tender documents shall be submitted through e-procurement portal www.kppp.karnataka.gov.in on or before **16:00 Hrs of 19-01-2024.**

Proposals shall be received by BESCOM using unified e-Procurement platform of the BESCOM, no later than the time and date stipulated in the tender/e-procurement portal.

Note: It will be in the interest of bidders to familiarize themselves with e-Procurement system to ensure smooth preparation and submission of tender documents, well in time.

1.28 OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial bids will be opened on **20-01-2024 at 16:30Hrs**.

The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

1.29 CLARIFICATIONS FROM BIDDERS

To assist in the evaluation and comparison of bids, employer may at his discretion ask the bidder for a clarification of his bid in accordance with KTPP act. The request for clarification and the response shall be in writing but no change in the quoted price is permitted in the post tender clarifications.

1.30 CONTACTING THE EMPLOYER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is not made by employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, employer and/or his employees/ representatives on matters related to the bids under consideration. If bidder wishes to bring additional information to notice of the BESCOM, it should be done in writing.

1.31 REJECTION OF BID

Any effort by a Bidder to influence the BESCOM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

Any false declaration by bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire Performance Bank Guarantee/Earnest Money Deposit and payments due to the bidder.

1.32 RIGHT TO ACCEPT/REJECT BIDS

BESCOM reserves the right to accept any bid, to annul the Tender process & reject all bids at any time prior to award of Contract, without any obligation to inform the affected Bidders on the grounds for BESCOM's action.

The BESCOM reserves the right to negotiate the financials with the L1 Bidder and seek revised financial bid.

1.33 TECHNICAL EVALUATION OF BIDS

The bids submitted in e-procurement platform will be evaluated on the basis of techno-commercial information furnished by the bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the bidder.

1.34 OPENING OF PRICE BID

The price bids of all the techno-commercially responsive bidders will be opened after the prior approval from the BESCOM Management and Tender Scrutiny Committee. The date and time of opening of the price bid will be intimated to all qualified bidders through e-procurement portal.

1.35 EVALUATION/COMPARISON OF PRICE BIDS

The price bids of the bidders will be evaluated on the total computed cost as per the price bid uploaded in the e-procurement portal.

1.36 NEGOTIATIONS

The lowest rates quoted by bidder will be compared with respect to the amount put to tender and prevailing market price. In the opinion of the employer, if the lowest offered rate of the bidder is found to be on the higher side, then negotiation of rates will normally be done with L-1 bidders only in terms of KTPP Act.

1.37 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

1.38 LIQUIDATED DAMAGES

The Liquidated Damages charges shall be levied as per Clause 'LIQUIDATED DAMAGES' provided in the General Conditions of Contract, on the total value of the contract/Award amount.

The firm shall deliver the resources within fifteen days of intimation by BESCOM which shall be provided during/after the issue of Letter of Intent.

1.39 NOTIFICATION OF AWARD

Employer will notify the successful bidder in writing by letter or fax that his bid has been accepted prior to expiry of bid validity and/or extended validity period, if any.

1.40 ISSUE OF WORK AWARD

Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with lowest quote, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

a) Detailed Work award (DWA) will be issued by the General Manager (DAS), BESCOM.

b) The conditions indicated in the DWA, Bidding Documents, Annexure will be binding upon BESCOM and the successful bidder.

c) On receipt of the DWA, if the successful bidder needs clarification on any of the terms/conditions he shall raise the issue specifically and get the matter clarified immediately.

1.41 TERMINATION OF DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

a) If the Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Bidder fails to perform any other obligation(s) under the Contract.

1.42 PAYMENT

a) The successful bidder/agency shall submit the monthly bill in duplicate with authenticated seal and signature for payment to the O/o The General Manager(DAS), BESCOM, BICC-1, 17th Cross, 24th main, Sector-2, HSR Layout, Bangalore 560102

b) The successful bidder/agency shall submit pre-receipted bill in duplicate with certification by officers of DAS and counter signed by GM (DAS), BESCOM for satisfactory completion of the work for payment of remuneration of the Manpower to the BESCOM. The payment will be made on monthly basis by RTGS mode.

c) Before admittance of the monthly invoice, BESCOM will ensure that the Agency shall produce bank statement of Staff, as proof for having paid the

previous month salary and EPF to the individual employees of the said contract order.

d) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order and all other statutory required.

e) Payments to candidates must be made by the agency, on or before 5th of every month through Electronic Transfer (RTGS) without waiting for the Payments from BESCOM and a statement should be furnished along with the bills.

f) BESCOM will reimburse the taxes and duties paid by the agency subject to production of original receipts by the agency.

g) Under any circumstances, the receipt of payment by the agency from BESCOM should not be linked to the payments, the agency has to make to its engaged personnel on or before 5th of every month.

h) The Agency shall get registered with the Labour Commission Office which is mandatory. The Agency shall pay EPF and ESI of its employees directly to the respective State /Central Government authorities as per prevailing rates. For EPF and ESI as applicable, amount shall be paid directly by the Agency and paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the Agency. Remittance of such amount is wholly the responsibility of the Agency and no amount in this respect shall be reimbursed by BESCOM.

i) Selected candidates shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, etc. by the agency.

j) All the Project Engineers and Project Technical Assistants shall wear uniforms issued by the agency without any extra cost to BESCOM and maintain discipline.

k) The organization shall disburse salary to its deployed manpower if any latest by 5th of every Month, failing which penalty of Rs 500/- per day will be imposed up to 15th of the Month.

l) All benefits as per the Acts noted below shall be provided to the employees by the Agency only.

   i. Minimum Wages Act, 1948

   ii. Payment of Wages Act, 1936

   iii. Contract Labour (Regulation and Abolition) Act, 1970

   iv. Employees PF and Miscellaneous Provision Act, 1952

   v. Employees State Insurance Act, 1948

   vi. Payment of Bonus Act, 1965

   vii. Workmen's Compensation Act

viii. Gratuity Act and related all Labourers Law and Rules pertaining to Labourers.

ix. Service tax/GST

x. Service charges

Note: Penalties if any shall be deducted before payment.

1.43 LIMITS ON PROMOTION

The bidder shall not make any reference to BESCOM or this contract or resulting contract in any literature, promotional material, brochures, sales presentation or similar acts without the prior written consent of BESCOM. The bidder shall not perform any kind of promotion, publicity or advertising etc. at the BESCOM field offices through any kinds of hoardings, banners or similar acts without the prior written consent of BESCOM.

1.44 USE AND RELEASE OF BID SUBMISSIONS

BESCOM is not liable for any cost incurred by the bidder in the preparation and production of the proposal, the preparation or execution of any benchmark demonstrations, simulation or training service or for any work performed prior to execution of a formal contract. All materials submitted become the property of BESCOM and may be returned at sole discretion of employer.

1.45 MODIFICATION AND WITHDRAWAL OF BIDS

No modification or withdrawal of bids is permitted in accordance with the unified e-Procurement platform.

1.46 CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures. No excuses are entertained for the mistakes that have been made or requests for prices to be corrected. The e-Procurement portal will not allow any corrections after the submission of the bid.

1.47 PERFORMANCE BANK GUARANTEE

- The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15days, after the receipt of LOI or prior to signing of the contract whichever is earlier from a Nationalized Bank, payable on demand at Bangalore, for the due performance and fulfillment of the contract by the bidder.
- This Performance Bank Guarantee will be for **an amount of 10% of the total contract value.** All charges whatsoever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

- The validity of the performance bank guarantee shall be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract (GCC).
- The Performance Bank Guarantee shall be discharged/ returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).
- In the event of the bidder being unable to provide service during the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
- BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.
- The PBG shall be furnished in format prescribed by employer (shall be provided on receipt of LOI by the successful bidder).

1.48 DISPUTE

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director/ Director (Technical), Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Bidder and the engaged manpower resources by the Bidder, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

S/d

General Manager (DAS)

BESCOM, Bangalore